



STATE OF MONTANA

REQUEST FOR PROPOSAL (RFP)

FOR INFORMATION TECHNOLOGY

RFP Number:
HWY-309758-NP

RFP Title:
Audio/Video equipment and installation

RFP Response Due Date and Time:
Thursday, September 16, 2010
3:00 PM, Local Time

Number of Pages: 1-39

ISSUING AGENCY INFORMATION

Procurement Officer: Nicole Pallister

Issue Date: August 25, 2010

**Purchasing Services Section
Montana Department of Transportation
2701 Prospect Ave
P.O. Box 201001
Helena, MT 59620-1001**

Phone: (406) 444-6365
Fax: (406) 444-5411

TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

**Purchasing Services Section
Montana Department of Transportation
2701 Prospect Ave
P.O. Box 201001
Helena, MT 59620-1001**

Mark Face of Envelope/Package:

RFP Number: HWY-309758-NP
RFP Response Due Date: September 16, 2010

Special Instructions:

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Nicole Pallister at (406) 444-6365 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet

Signed Addenda (if appropriate)

Address all mandatory requirements (per Section 1.5.3)

Point-by-Point response to all sections and subsections (per Section 1.6.1)

Response to Appendices A and B (per Section 1.6.1)

Complete and Return Appendix C (per Section 4.1.1)

Complete answers to all requirements of Sections 3, 4, and 5.

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1).

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date.....	Aug 25, 2010
Pre-Proposal Conference/Walk-Through	Aug 31, 2010
Deadline for Receipt of Written Questions	Sept 7, 2010
Deadline for Posting Written Responses to the State's Website	Sept 9, 2010
RFP Response Due Date	Sept 16, 2010

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Montana Department of Transportation (hereinafter referred to as “the State”) is seeking a contractor to provide an integrated public address system, video conference, speaker phone, pc, smart board and overhead projector systems. The rooms are used for public meetings, training and video conferencing. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term begins upon contract execution and ends upon final inspection and sign-off by the Information Services Division and the Facilities Bureau of the Montana Department of Transportation.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Nicole Pallister**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Nicole Pallister
Address: PO Box 201001
Telephone Number: (406) 444-6365
Fax Number: (406) 444-5411
E-mail Address: npallister@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **Tuesday, September 7, 2010**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **Thursday, September 9, 2010** to all questions received by **Tuesday, September 7, 2010**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's OneStop Vendor Information website with

the posting of the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 PRE-PROPOSAL CONFERENCE/WALK THROUGH

A **mandatory** Pre-Proposal walk through will be conducted at 2701 Prospect Ave, Helena, MT on **Tuesday, August 31, 2010** at **1:30 PM MST**. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the State.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements as listed in Sections 1.4 and 4.0. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.4 Price Sheets. Offerors ***must*** respond to this RFP by utilizing the RFP Price Sheets found in Section 5.0. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and FOUR hard copies** to the **Department of Transportation**. The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP #HWY-309758-NP. ***Proposals must be received at the mail room of the Department of Transportation prior to 3:00 p.m., local time, Thursday, September 16, 2010. Facsimile responses will not be accepted.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the

RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

2.3.9 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (section 18-4-307, MCA);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

2.5 DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES

The Department of Administration is responsible for carrying out the planning and program responsibilities for information technology (IT) for state government. (Section 2-17-512, MCA) The Chief Information Officer is the person appointed to carry out the duties and responsibilities of the Department of Administration relating to information technology. The Department of Administration shall:

- review the use of information technology resources for all state agencies;
- review and approve state agency specifications and procurement methods for the acquisition of information technology resources; and
- review, approve, and sign all state agency IT contracts and shall review and approve other formal agreements for information technology resources provided by the private sector and other government entities.

2.6 COMPLIANCE WITH STATE OF MONTANA IT STANDARDS

The offeror is expected to be familiar with the State of Montana IT environment. All services and products provided as a result of this RFP must comply with all applicable State of Montana IT policies and standards in effect at the time the RFP is issued. The offeror must request exceptions to State IT policies and standards in accordance with **Section 1.5** of this RFP. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception through the Department of Administration, Information Technology Services Division (ITSD). Offerors are expected to provide proposals that conform to State IT policies and standards. It is the intent of ITSD to utilize the existing policies and standards and not to routinely grant exceptions. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation.

The links below will provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan
<http://itsd.mt.gov/stratplan/statewide/default.mcpx>

State of Montana Information Technology Environment
<http://itsd.mt.gov/techmt/compenviron.mcpx>

State of Montana IT Policies
<http://itsd.mt.gov/policy/policies/default.mcpx>

State of Montana Software Standards
<http://itsd.mt.gov/policy/software/default.mcpx>

SECTION 3: SCOPE OF PROJECT

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified below, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

3.0 SCOPE

This Request for Proposal (RFP) and Specification is intended to describe and to set minimum acceptable standards, but not to design, complete Audio-Visual-Polycom systems for:

- One Conference Room 17'x27'.
- One Large conference room 44'x46' that can be split in half to form to 2 smaller rooms 44'x23'.
- Upgrade the commission room from a vsx7000e Polycom system to a hdx7000 system (MDT provided). This room has 2 cameras, DVD player, pc, scanner, overhead projector, amplifier and speakers and ceiling mics.
- Upgrade the engineering conference room from a vsx7000e Polycom system to a hdx7000 system (MDT provided). This room has 1 camera, pc, overhead projector, amplifier and speakers and ceiling mics.
- All rooms are located at 2701 Prospect in Helena MT.

Montana Department of Transportation (MDT) is building two new conference rooms and would like proposals for an integrated public address system, video conference, speaker phone, pc, smart board and overhead projector systems. The rooms are used for public meetings, training and video conferencing. MDT will provide network and power to all devices, PC's with HDMI connectivity, two da-lite tensioned advantage electrol 16:10 wide format 69"x110" 130"diagonal HC cinema screens are installed in the large room. A similar screen (non-motorized) should be included in bidder's response for the small conference room. MDT is looking for responses that demonstrate ease of use and integrated solutions.

3.1 TECHNICAL SPECIFICATIONS

A response to each specification statement is required and is to be entered on the lines provided in the Vendor's Response column. If the equipment fully conforms to the specification, enter the word "CONFORMS". If the equipment does not fully conform to the specification, enter the word "EXCEPTION" and state the variance from the specification in the rightmost column of the table. Attach additional sheets as necessary, referencing the appropriate section number.

3.1.1 Small Conference Room – 17'x27'		Bidders Response	Variance
3.1.1.1	Polycom and pc display through overhead.		
3.1.1.2	A pull down screen in the front of the room.		
3.1.1.3	Wall mount camera in front of room.		
3.1.1.4	Ceiling microphones.		
3.1.1.5	Speakers.		

3.1.1.6	Equipment rack for pc in front of room.		
3.1.1.7	SMART Podium (id350).		
3.1.1.8	How will you take advantage of the picture in picture capability of the projector to display 2 inputs?		
3.1.1.9	Speaker phone capability.		
3.1.1.10	Provide dvi & vga inputs at front of room for visitors (for projector connectivity).		
3.1.1.11	Explain how you will integrate the sound, overhead and Polycom systems.		
3.1.1.12	1 Dell 7609WU projector ceiling mounted, or approved equal		
3.1.1.13	1 Polycom HDX 7000 (MDT provided).		
3.1.1.14	HDMI connections to projector from PC and Polycom.		
3.1.2 Large conference room 44'x46' (divider can make two 44'x23' rooms)		Bidders Response	Variance
3.1.2.1	PA system can operate separately or as one depending if the divider is open or closed.		
3.1.2.2	Polycom and pc display through overhead projectors separate or as one. Both projectors display the same image when divider is open. They will operate independently when the divider is closed.		
3.1.2.3	Speakerphone capability.		
3.1.2.4	Speakers.		
3.1.2.5	6 Wireless microphones with table stands.		
3.1.2.6	Ability to record audio and video?		
3.1.2.7	HDMI connections to projector from PC and Polycom.		
3.1.2.8	One lapel microphone.		
3.1.2.9	Equipment rack for PC's in front of each room.		
3.1.2.10	SMART Podium (id350).		
3.1.2.11	Explain how you will integrate the sound, overhead and Polycom systems.		
3.1.2.12	Explain how you will deliver both Polycom and PC content to the overhead projectors.		
3.1.2.13	2 Dell 7609WU projector ceiling mounted or approved equal		
3.1.2.14	2 Polycom HDX 8000-720.		
3.1.2.15	One camera in front of each room.		
3.1.2.16	One camera mounted below the projector in each room.		
3.1.2.17	Noise reduction system.		
3.1.2.18	Provide dvi & vga inputs at front of room for visitors (for projector connectivity).		
3.1.3 Upgrade 2 existing conference rooms		Bidders Response	Variance
3.1.3.1	Replace 2 existing vsx7000e Polycom systems with hdx7000 systems. MDT will supply the hdx7000's. One room has a pa system and additional vga input devices.		

3.1.4 Training		Bidders Response	Variance
3.1.4.1	The Offeror shall provide on-site training by qualified and technically knowledgeable personnel at a MDT selected location for up to eight (8) people on a schedule mutually agreeable to the State and Offeror.		
3.1.5 Workmanship and Materials		Bidders Response	Variance
3.1.5.1	All equipment, parts, materials, electronics and computer hardware shall be new and unused, current production models. All equipment shall be fit for the intended purpose. All equipment shall be free from defects in design, materials, and workmanship. Design and installation shall provide ease of calibration, maintenance, repair, and serviceability. Design considerations shall include safety and ergonomics. All equipment shall comply with all applicable regulations.		
3.1.5.2	All Offeror work shall be performed by qualified personnel in accordance with the highest professional standards and in agreement with the recommended practices of the equipment manufacturers. This includes programming and work accomplished under warranty and under annual service contracts. Workmanship and parts installation shall not adversely affect warranty coverage. Installation shall preclude electro-magnetic interference (EMI) and shielding shall be installed if necessary.		
3.1.6 Technical Support		Bidders Response	Variance
3.1.6.1	The Vendor shall provide software licensing, technical support, and software updates beginning with the award of the contract and continuing through the Warranty Period of four (4) years from the vehicle in-service date as reported by MDT. Technical support includes responding to technical questions, advice concerning system additions and enhancements, and assistance in evaluating system changes.		
3.1.6.2	The Vendor shall provide unlimited technical support via email, fax, and telephone during the workweek between the hours of 8:00 am and 5:00 pm Central time.		
3.1.7 Warranty		Bidders Response	Variance
3.1.7.1	All vendor-installed equipment, including items purchased as "Options," shall have full warranty coverage for 100% of the parts, labor, service, travel and all associated costs for the first two years. The warranty shall start on the in-service date as reported by the ITD. Options purchased as		

	spare parts will be covered for two years from the date the part is placed in service.		
3.1.7.2	Warranty parts and workmanship shall be of the same or better quality as the original Vendor-installed equipment. During the warranty period, the Vendor shall commence physical repair within forty-eight hours of being notified of the situation. Work performed by the Vendor shall not diminish the manufacturer's warranty coverage or adversely affect any emission control system. Costs incurred by the ITD to restore any chassis component or system to full and proper function shall be charged to the Vendor.		
3.1.7.3	The requirement for a minimum of two years coverage shall not limit any manufacturer's warranty coverage in excess of two years.		

1. Offeror will be required to provide all equipment as specified above. The State must approve all equipment before purchase, and reserves the right to not proceed with all or part of the equipment purchases under this RFP.
2. Offeror will be required to provide maintenance and ongoing support and supplies for all equipment and installations offered at the State's option. The State reserves the right to not proceed with a maintenance and support contract under this RFP.
3. Offeror will provide full documentation for the installation, setup, and operation of all offered equipment including configuration diagrams and supporting detail for the installation as well as individual equipment.
4. Offeror must be able to acquire, install, and demonstrate all offered equipment within 30 days of the execution of this contract. Offeror must provide a confirmation of its ability to meet this requirement.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME)" UNDERSTANDS AND WILL COMPLY IS NOT APPROPRIATE FOR THIS SECTION.**

(NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.1.1 References. Offeror shall provide a minimum of **three (3)** references of similar work of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last three (3) years, has successfully completed integrated public address system, video conference, speaker phone, pc, smart board and overhead projector systems. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

- A complete and separate Client Reference Form, Appendix C, **must** be provided for each reference submitted.
- Offeror **must** complete the first part of the Client Reference Form.
- Offeror shall submit the Client Reference Form to the client reference, with instructions to complete it.
- A responsible party of the organization for which the services were provided (the client) **must** provide the reference information.
- The person providing the reference **must** sign and date the form.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, the reference may not be considered or the proposal may be rejected.
- It is the offeror's responsibility to ensure that all Client Reference Forms are filled out correctly and completely.
- Customer references **must** be included with offeror's response.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Supply Specifications. Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3. Any variance from the specifications in Section 3 that is offered as an equivalent alternate must be thoroughly described. The Offeror shall provide factual convincing information that the proposed alternate should be considered as equivalent or better.

4.1.4 Method of Providing Services. Offeror shall provide a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do; the timeframes necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3.

SECTION 5: COST PROPOSAL

The budget for this project is a maximum of \$120,000. **Responses with a total cost of more than \$120,000 will be disqualified.**

All offered equipment is to be specified in detail, including brand name, model name, equipment specifications, including capacity and performance specifications, manufacturer's list price, Offeror's discounted price, availability, and shipping method(s). All shipping is to be F.O.B. destination with no additional charges for freight, shipping, or handling.

Attach additional sheets if necessary, referencing the subsystem/component and the appropriate conference room.

5.0 PRICING

Subsystem/Component Description	Cost
Small Conference Room – 17'x27'	
Polycom and pc display through overhead.	\$
A pull down screen in the front of the room.	\$
Wall mount camera equipment.	\$
Ceiling microphones.	\$
Speakers.	\$
Equipment rack for pc in front of room.	\$
SMART Podium (id350).	\$
Equipment required to display picture in picture on the projector.	\$
Speaker phone equipment.	\$
Provide dvi & vga inputs at front of room for visitors (for projector connectivity).	\$
Equipment to integrate the sound, overhead and Polycom systems.	\$
1 Dell 7609WU projector ceiling mounted or approved equal	\$
HDMI connections to projector from PC and Polycom.	\$
Large conference room 44'x46' (divider can make two 44'x23' rooms)	
PA system can operate separately or as one depending if the divider is open or closed.	\$
Polycom and pc display through overhead projectors separate or as one. Both projectors display the same image when divider is open. They will operate independently when the divider is closed.	\$
Speakerphone capability.	\$
Speakers.	\$
6 Wireless microphones with table stands.	\$
Equipment to record audio and video	\$
HDMI connections to projector from PC and Polycom.	\$
One lapel microphone.	\$
Equipment rack for PC's in front of each room.	\$
SMART Podium (id350).	\$
Equipment to integrate the sound, overhead and Polycom systems.	\$
2 Dell 7609WU projector ceiling mounted or approved equal	\$
2 Polycom HDX 8000-720.	\$

One camera in front of each room.	\$
One camera mounted below the projector in each room.	\$
Noise reduction system.	\$
Provide dvi & vga inputs at front of room for visitors (for projector connectivity).	\$
Upgrade 2 existing conference rooms	
Replace 2 existing vsx7000e Polycom systems with hdx7000 systems. MDT will supply the hdx7000's. One room has a pa system and additional vga input devices.	\$
Installation	
Installation services	\$
Training	
Training services	\$

MDT reserves the right to not proceed with all or part of the equipment purchases under this RFP. MDT reserves the right to not proceed with a maintenance and equipment/installation contract under this RFP.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 2500 points.

The **Scope of Project, References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

The categories included in Section 6.1 are explained in more detail as follows:

Systems Integration

- Pa and Polycom share same speakers and microphones
- One device can control all
- Both PC and Polycom use same projectors
- Takes advantage of picture in picture

Latest technology

- Dvi and HDMI interfaces that support current revs
- HD video
- Noise reduction
- Wireless connectivity
- Use of signal combining devices

Maximize signal quality and resolution

- Short cable runs
- Quality cable and use of amplifiers

Minimize cabling requirements

- Using network interconnect rather than bulky hdmi or vga cables
- Combines signals on one wire
- Equipment placed to shorten cable runs

Ease of use

- One button operation
- Doesn't require multiple remotes or moving cables
- Non-technical people can operate the system
- Single input device
- Simple instructions

Cost effective solution

- The equipment is adequate to do the job and no more
- Meets specifications but does not exceed them

Power efficiency

- Equipment powers off if unused
- Energy efficient equipment

Small Conference Room – 17'x27'**14% of points for a possible 350 points**

	Category	Section of RFP	Point Value
A.	Equipment specifications	3.1.	
	Systems Integration		50
	Latest technology		50
	Maximize signal quality and resolution		50
	Minimize cabling requirements		50
	Ease of use		50
	Cost effective solution		50
	Power efficiency		50

Large Conference Room – 44'x46'**28% of points for a possible 700 points**

	Category	Section of RFP	Point Value
A.	Equipment specifications	3.2.	
	Systems Integration		100
	Latest technology		100
	Maximize signal quality and resolution		100
	Minimize cabling requirements		100
	Ease of use		100
	Cost effective solution		100
	Power efficiency		100

Upgrade 2 Existing Rooms**12% of points for a possible 300 points**

	Category	Section of RFP	Point Value
A.	Equipment specifications	3.3.	
	Systems Integration		50
	Latest technology		50
	Maximize signal quality and resolution		50
	Minimize cabling requirements		50
	Ease of use		50
	Cost effective solution		50

References**2% of points for a possible 50 points**

	Category	Section of RFP	Point Value
A.	Three References (Complete Contact Information Provided)	4.1.1	50

Resumes/Company Profile and Experience**24% of points for a possible 600 points**

	Category	Section of RFP	Point Value
A.	Years of Experience	4.1.2	200
B.	Past Projects	4.1.2	200
C.	Staff Qualifications	4.1.2	200

Cost Proposal**20% of points for a possible 500 points**

	Category	Section of RFP	Point Value
A.	Cost Proposal	5.0	500

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer and ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Responses to RFPs, or portions thereof, received after the due time will not be considered.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or

any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that

provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES:

Warranty for Services:

The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

Warranty for Hardware:

The contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, State may return it to the contractor for a full refund.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

THESE WARRANTIES ARE THE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPENDIX B: INFORMATION TECHNOLOGY CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Services and/or Supplies
4. Consideration/Payment
5. Access and Retention of Records
6. Assignment, Transfer, and Subcontracting
7. Limitation of Liability
8. Required Insurance
9. Compliance with Workers' Compensation Act
10. Compliance with Laws
11. Intellectual Property/Ownership
12. Patent and Copyright Protection
13. Contract Performance Assurance
14. Contract Oversight
15. Contract Termination
16. Event of Breach – Remedies
17. Waiver of Breach
18. State Personnel
19. Contractor Personnel
20. Meetings and Reports
21. Contractor Performance Assessments
22. Transition Assistance
23. Choice of Law and Venue
24. Scope, Amendment, and Interpretation
25. Execution

Audio/Video Equipment and Installation #309758

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana Department of Transportation, (hereinafter referred to as "the State"), whose address and phone number are PO Box 201001, Helena, MT 59620-1001, (406) 444-6367, and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and terminate upon final inspection and sign-off by the Information Services Division and the Facilities Bureau of the Montana Department of Transportation, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State complete Audio-Visual-Polycom systems for:

- One Conference Room 17'x27'.
- One Large conference room 44'x46' that can be split in half to form to 2 smaller rooms 44'x23'.
- Upgrade the commission room from a vsx7000e Polycom system to a hdx7000 system (MDT provided). This room has 2 cameras, DVD player, pc, scanner, overhead projector, amplifier and speakers and ceiling mics.
- Upgrade the engineering conference room from a vsx7000e Polycom system to a hdx7000 system (MDT provided). This room has 1 camera, pc, overhead projector, amplifier and speakers and ceiling mics.
- All rooms are located at 2701 Prospect in Helena MT.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the integrated public address system, video conference, speaker phone, pc, smart board and overhead projector systems to be provided, the State shall pay according to the following schedule: **One-time, lump sum, payment at successful completion of job.**

4.2 Withholding of Payment. The State may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

5.2 Retention Period. The Contractor agrees to create and retain records supporting the integrated public address system, video conference, speaker phone, pc, smart board and overhead projector systems for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA)

7. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

8. REQUIRED INSURANCE

8.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

8.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Department of Transportation, P.O. Box 201001, Helena, MT 59620-1001. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require certificates of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

11. INTELLECTUAL PROPERTY/OWNERSHIP

11.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the State for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the State by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

11.2 Title and Ownership Rights. The State shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

11.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

11.4 Copy of Work Product. The Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or as of such expiration or termination, as the case may be.

11.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the State (the "Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the State prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the State such Contractor Pre-Existing Materials, the Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 11.3** or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

12. PATENT AND COPYRIGHT PROTECTION

12.1 Third-Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. the State will promptly notify the Contractor of the claim in writing; and
- b. the State will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the State to participate in the defense and settlement of any such claim, at the State's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the State, its elected and appointed officials, agents or employees without the State's prior written consent.

12.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State agrees to return the product to the Contractor on written request. The Contractor will then give the State a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the State regarding a claim of infringement. The State is not precluded from seeking other remedies available to it hereunder, including **Section 7**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

12.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the State provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the State did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the State; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. the State's modification of a Work Product furnished under this contract;

- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

13. **CONTRACT PERFORMANCE ASSURANCE**

13.1 Contract Performance Security – All Forms Accepted. The Contractor must provide contract performance security based upon **(100%)** of the contract total.

The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the Request for Documents Notice. **ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.** Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than B++ and supplied on the State of Montana's designated form entitled "Contract Performance Bond," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the State of Montana's designated form entitled "Irrevocable Letter of Credit," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn, or issued by a federally or state-chartered bank or savings, and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the State. All interest income from these certificates must accrue only to the Contractor and not the State.

See Title 18, chapter 4, part 3, MCA; Title 30, chapter 5, MCA; and ARM 2.5.502.

The contract performance security must remain in effect for the entire term of this contract. A new surety bond or irrevocable letter of credit must be issued to the State of Montana if this contract is renewed.

The contract performance security in the form of a **(insert form)** has been provided to the following address: Department of Transportation, P.O. Box 201001, Helena, MT 59620-1001.

14. **CONTRACT OVERSIGHT**

14.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

14.2 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

14.3 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

15. CONTRACT TERMINATION

15.1 Termination for Cause. The State or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 16, Event of Breach – Remedies.**

15.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

15.3 Noncompliance with Department of Administration Requirements. The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

15.4 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

16. EVENT OF BREACH – REMEDIES

16.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

16.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

17. **WAIVER OF BREACH**

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

18. **STATE PERSONNEL**

18.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Nicole Pallister	(Name):
2701 Prospect Ave	(Address):
Helena, MT 59620	(City, State, ZIP):
(406) 444-6365	(Telephone #):
(406) 444-5411	(Fax #):
npallister@mt.gov	(E-mail):

18.2 State Project Manager. The State Project Manager identified below will manage the day-to-day project activities on behalf of the State.

The State Project Manager for this contract is:

Tom O'Sullivan	(Name):
2701 Prospect Ave	(Address):
Helena, MT 59620	(City, State, ZIP):
(406) 444-6367	(Telephone #):
(406) 444-6127	(Fax #):
tosullivan@mt.gov	(E-mail):

19. **CONTRACTOR PERSONNEL**

19.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

19.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

19.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

20. MEETINGS AND REPORTS

20.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, at no additional cost to the State, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

20.2 Progress Meetings. During the term of this contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

20.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the State, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the State prevent such performance.

20.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the State's failure or delay in discharging any State

obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

21. CONTRACTOR PERFORMANCE ASSESSMENTS

21.1 Assessments. The State may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

21.2 Record. Completed assessments may be kept on record at the State's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

22. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

23. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

24. SCOPE, AMENDMENT, AND INTERPRETATION

24.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP # HWY-309758-NP, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) RFP # HWY-309758-NP, as amended, and 5) the Contractor's RFP response, as amended.

24.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

25. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF TRANSPORTATION
PO BOX 201001
HELENA MT 59620-1001**

**(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #**

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)
Purchasing Services Section

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Chief Information Officer (Date)
Department of Administration

APPENDIX C: CLIENT REFERENCE FORM

The individual completing this Client Reference Form must be a responsible party of the organization for which the services were provided. This individual should have comprehensive knowledge about the services provided.

Offeror Reference Form	1-6
Offeror: _____ Client: _____ Service Type(s): _____ Term of Contract: _____ Description of Project: _____ Installation Location: _____	Please rank item 1-6 on a scale of 1 to 5, where: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> 5: Agree Strongly 4: Agree 3: Neutral 2: Disagree 1: Disagree Strongly </div> For items 7-9, please provide responses, attach additional sheets if necessary.
1. The Offeror's product is simple to operate and functions well.	
2. The Offeror provided skilled and qualified staff to complete the assigned projects and training.	
3. The Offeror's work was timely, accurate, and of good quality.	
4. The Offeror was knowledgeable, flexible, and responsive to your needs.	
5. The Offeror communicated issues and trouble areas early, and managed them well.	
6. You would have no issues with hiring this vendor again.	
7. Were there any problems with the install? How did the offeror overcome them?	
8. Is there anything about your contract with the offeror you wish you would have done differently?	
9. Any other comments about offeror you wish to make?	
NAME: _____ DATE: _____ <div style="text-align: center; margin-left: 100px;">(Signature)</div> TITLE: _____ EMAIL ADDRESS: _____ PHONE NUMBER: _____	

APPENDIX D: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror has read, understood, and agrees to comply with the items contained in Sections 1, 2, 3, 5, 6, and Appendices A, B and C of RFP# HWY-309758-NP.

Agreed

Offeror's Signature

Date

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. References - Section 4.1.1.
4. Resumes/Company Profile and Experience - Section 4.1.2.
 - A. Years in Business - Section 4.1.2.
 - B. Past Projects - Section 4.1.2.
 - C. Staff Qualifications - Section 4.1.2.
5. Ability to Meet Supply Specifications - Section 4.1.3.
6. Method of Providing Services - Section 4.1.4.
7. Cost Proposal - Section 5.0.
8. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
9. **Number of Copies and Due Date.** Offerors must submit **one original and FOUR copies to the address listed below**. The State reserves the right to request an electronic copy of the RFP response. Proposals must be received at the mail room of Department of Transportation prior to **3:00 p.m., local time, Thursday, September 16, 2010**. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable.

Department of Transportation
Purchasing Services Section
2701 Prospect Ave
P.O. Box 201001
Helena, MT 59620-1001